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MERGER OR SHARE EXCHANGE
Deere & Company

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Deere & Company
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Michael C. Rubino
Contact Person

Deere & Company
Firm/Company

One John Deere Place
Address

Moline, Illinois 61265
City/State and Zip Code

RubinoMichaelC@JohnDeere.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael C. Rubino At (309) 765-4311
Name of Contact Person Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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ARTICLES OF MERGER (Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Deere & Company</u>	<u>Delaware</u>	<u>0522909</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Great Dane Power Equipment, Inc.</u>	<u>Florida</u>	<u>P96000035232</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 1 / 16 / 2012 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.


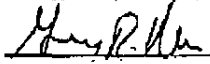
The Plan of Merger was adopted by the board of directors of the surviving corporation on
March 15, 2012 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
March 15, 2012 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleDeere & CompanyGregory R. Noc, SecretaryGreat Dane Power Equipment, Inc.Gregory R. Noc, Secretary

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 15, 2012, is entered into by and between Deere & Company, a Delaware corporation (the "Parent"), and Great Dane Power Equipment, Inc., a Florida corporation (the "Subsidiary"). The Parent and the Subsidiary are hereinafter sometimes collectively referred to as the "Constituent Corporations".

WITNESSETH:

WHEREAS, the Subsidiary is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Parent is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the Parent is the holder of 100% of the capital stock of the Subsidiary issued and outstanding as of the date hereof (the "Subsidiary Capital Stock"); and

WHEREAS, the Board of Directors of the Subsidiary and the Chief Financial Officer of the Parent, acting pursuant to authority granted to him pursuant to certain Appropriation Procedures duly adopted by the Board of Directors of the Parent at a meeting held on May 26, 2009, have determined that it is advisable and in the best interests of each of such corporation and its respective stockholders that the Subsidiary merge with and into the Parent upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants set forth herein, the Parent and the Subsidiary, intending to be legally bound, hereby agree as follows:

1. **Merger.** The Subsidiary shall be merged with and into the Parent (the "Merger") such that the Parent shall be the surviving corporation (hereinafter sometimes

referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Delaware pursuant to the General Corporation Law of the State of Delaware (the "DGCL") and with the Department of State of the State of Florida pursuant to the Florida Statutes (the "Florida Statutes"), and the Merger shall become effective at the time provided by applicable law; provided, however, that for accounting purposes the effective date of the Merger shall be as of March 15, 2012 (the "Effective Time").

2. Governing Documents. The Restated Certificate of Incorporation of the Parent, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment and the Bylaws of the Parent, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation without change or amendment.

3. Officers and Directors. The persons who are officers and directors of the Parent immediately prior to the Effective Time shall, immediately after the Effective Time, be the officers and directors of the Surviving Corporation, without change, until their respective successors have been duly elected and qualified in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

4. Effect of the Merger. At the Effective Time, the separate corporate existence of the Subsidiary shall cease. At the Effective Time, the Merger shall have the effects set forth in Sections 259 of the DGCL and 607.1106 of the Florida Statutes, as applicable.

5. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Subsidiary all such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or

otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Subsidiary, and otherwise to carry out the intent and purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Subsidiary or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all of the shares of Subsidiary Capital Stock shall be cancelled without consideration. Each share of common stock of the Parent issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time.

7. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time evidenced shares of Subsidiary Capital Stock shall be cancelled.

8. Amendment. The Parent and the Subsidiary, by mutual consent, may amend, modify or supplement this Agreement at any time prior to the Effective Time pursuant to a written instrument.

9. Termination. This Agreement may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time if the Board of Directors of either the Parent or the Subsidiary determines that the consummation of the transactions contemplated hereby would not, for any reason, be in the best interests of the Constituent Corporations and their respective stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither the Parent nor the Subsidiary nor any of their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

10. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto regarding such subject matter.

12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

13. **Counterparts.** This Agreement may be executed in one or more counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority given by resolutions adopted by the Board of Directors of the Subsidiary and the Chief Financial Officer of the Parent, respectively, have caused this Agreement to be executed and delivered as of the date first written above.

DEERE & COMPANY,

a Delaware corporation

GREAT DANE POWER
EQUIPMENT, INC.,
a Florida corporation

By David C. Everitt
Name: David C. Everitt
Title: President, Agriculture and Turf
Division, North America, Asia,
Australia, Sub-Saharan and South
Africa and Global Tractor and Turf
Products

By David C. Everitt
Name: David C. Everitt
Title: President

ATTEST:

By Gregory R. Noe
Name: Gregory R. Noe
Title: Secretary

ATTEST:

By Gregory R. Noe
Name: Gregory R. Noe
Title: Secretary